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Rogelio Esqueda and the Proposed Classes*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
(WESTERN DIVISION)

12 ROGELIO ESQUEDA, on behalf of
13 himself and all others similarly
situated,

Case No: 2:24-cv-03697-WLH-BFM

JOINT RULE 26(f) REPORT

Action Filed: 05/03/2024

Answer Filed: 08/05/2024

Trial (Proposed): 08/25/2025

15 Plaintiff,
16 vs.
KINECTA FEDERAL CREDIT

17 KINECTA FEDERAL CREDIT UNION,

Plaintiff,

Defendant

**Scheduling Conference
Date: September 13, 2024
Time: 01:00 PM
Courtroom 9B**

1 Having met and conferred on August 22, 2024 pursuant to Federal Rule of
2 Procedure 26(f), Local Rule 26-1, and this Court's Order Setting Scheduling
3 Conference (Dkt. 14), Rogelio Esqueda ("Plaintiff" or "Esqueda") and Kinecta
4 Federal Credit Union ("Defendant" or "Kinecta") (collectively, the "Parties"),
5 through their respective counsel, submit this Joint Rule 26(f) Report.

6 **1. Statement of the Case**

7 This is a putative class action brought by Plaintiff Rogelio Esqueda against
8 Defendant Kinecta Federal Credit Union, alleging discrimination in violation of the
9 Civil Rights Act of 1866, as codified by 42 U.S.C. § 1981 ("Section 1981"), and
10 the Unruh Civil Rights Act ("Unruh Act"), as codified by California Civil Code §§
11 51, et seq.

12 Plaintiff is a DACA recipient who has continuously possessed an
13 Employment Authorization Document and Social Security Number since 2013.
14 Plaintiff alleges that he was unlawfully denied an auto loan after being initially
15 pre-approved solely because Plaintiff is not a permanent resident. Plaintiff seeks
16 damages, attorneys' fees and costs, and injunctive relief.

17 **2. Subject Matter Jurisdiction**

18 This Court has jurisdiction over this case under 28 U.S.C. § 1331 because this
19 case involves a federal cause of action under 42 U.S.C. § 1981. This Court has
20 supplemental jurisdiction over the state law claims under 28 U.S.C. § 1331 because
21 they are so related to the federal claims that they form part of the same case or
22 controversy under Article III of the United States Constitution. Venue is proper in
23 this district under 28 U.S.C. § 1331(b) because the claims alleged arose from
24 events or omissions occurring in the County of Los Angeles, which is within the
25 Central District of California.

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1 **3. Legal Issues**

2 a. Whether Kinecta violated 42 U.S.C. § 1981 by denying Plaintiff and
3 the National Class the full and equal right to contract;
4 b. Whether Kinecta violated the California Unruh Civil Rights Act by
5 denying Plaintiff and the California Subclass full and equal access to
6 its services;
7 c. Whether Plaintiff and the Class Members are entitled to declaratory,
8 injunctive, and other equitable relief; and
9 d. Whether Plaintiff and the Class Members are entitled to damages and
10 any other available relief.

11 **4. Parties, Evidence, etc.**

12 **a. Parties**

13 Plaintiff, Rogelio Esqueda; Defendant, Kinecta Federal Credit Union.
14 Plaintiff does not intend to join any additional parties at this time.

15 **b. Plaintiff's List of Percipient Witnesses**

16 Plaintiff believes that the following individuals likely have discoverable
17 information on the main issues in the case (additional witnesses may be identified in
18 the course of discovery):

19 • Plaintiff
20 • Plaintiff's wife, Yadira Esqueda
21 • The Kinecta employee from the Watts branch that spoke to Plaintiff's
22 wife
23 • The loan officer who reviewed Plaintiff's application
24 • Rosa Bergara (Kinecta Consumer Lending Specialist)
25 • The branch manager for Kinecta's Manhattan Beach location.
26 • Defendant's "Person Most Knowledgeable" regarding lending policies
27 and practices

c. Plaintiff's Anticipated Key Documents

2 Plaintiff anticipates the following evidence: (1) Defendant's policies and
3 procedures in effect when Plaintiff applied; (2) email communication from Kinecta
4 to Plaintiff; (3) documents reflecting consideration of Plaintiff's (a) citizenship
5 status; (b) permanent residency status; or (c) DACA status for an extension of loans;
6 documents relating to Defendant's communications with or about Plaintiff; and (4)
7 documents relating to Kinecta's instructions, guidance, and/or directions to, and/or
8 corrections and/or training of Kinecta employees involved in promoting, reviewing,
9 assisting and/or processing membership and automobile loan applications.

d. Defendant's List of Percipient Witnesses

- Plaintiff Rogelio Esqueda
- Plaintiff's Wife, Yadira Esqueda
- Kinecta personnel with knowledge of Kinecta's consumer lending, underwriting, and membership policies, practices, and guidelines.
- Kinecta personnel with knowledge of Plaintiff's loan application.
- Kinecta personnel with knowledge regarding loans made to persons without regard to citizenship or immigration status.
- Any witness that may be disclosed by Plaintiff.

e. Defendant's Anticipated Key Documents

20 Kinecta anticipates the following evidence: (i) documents concerning
21 Kinecta's consumer loan application process, including application forms, decision
22 letters, and other documents provided or requested by Kinecta during the consumer
23 loan application process; (ii) documents concerning Kinecta's consumer lending and
24 underwriting policies, practices, and guidelines; (iii) documents concerning
25 Plaintiff's loan application, including documents requested by or provided to
26 Kinecta and communications between Plaintiff and Kinecta; and (iv) documents and
27 information regarding other loans made by Kinecta that were not declined but

1 involved individuals who were similar to Plaintiff in terms of citizenship and
2 immigration status.

3 **5. Damages**

4 Plaintiff may require expert discovery to properly assess a range of damages.

5 However, Plaintiff seeks compensatory damages and attorneys' fees and costs.

6 **6. Insurance**

7 Subject to and without waiving Kinecta's rights and privileges, Kinecta
8 states that the following insurance company/companies may be liable to satisfy or
9 indemnify Kinecta in connection with this action: TruStage Financial Group, Inc.

10 **7. Motions**

11 The Parties are unlikely to file motions seeking to add other parties or
12 claims, transfer venue, or challenge the Court's jurisdiction. However, the Parties
13 reserve the right to do so. The Parties may each move for partial or complete
14 summary judgment regarding whether Defendant violated Section 1981 and/or the
15 Unruh Act.

16 **a. Class Certification Motion**

17 The Parties propose to set a deadline for Plaintiff's Class Certification Motion
18 on January 10, 2025.

19 **8. Manual for Complex Litigation**

20 The Parties do not view this case as a complex litigation matter. The Parties do
21 not believe any specific procedures need to be adopted from the Manual for
22 Complex Litigation.

23 **9. Discovery**

24 **a. Status of Discovery**

25 The Parties will comply with the initial disclosure requirements set forth in
26 Rule 26(a) of the Federal Rules of Civil Procedure and have agreed that the exchange
27 will occur on or by September 5, 2024. The Parties acknowledge their respective

1 continuing obligations to supplement all information required to be disclosed as
2 initial disclosures under the Federal Rules of Civil Procedure.

3 **b. Discovery Plan**

4 The Parties agree that discovery should be conducted in accordance with the
5 parameters set forth in the Federal Rules of Civil Procedure and the Local Rules of
6 the United States District Court for the Central District of California, subject to
7 modification by agreement of the Parties or by Court order, as necessary under the
8 circumstances. The Parties anticipate conducting all forms of discovery permitted
9 under the Federal Rules of Civil Procedure, and they do not anticipate any need to
10 deviate from the procedures or limits imposed by those Rules. However, the Parties
11 reserve the right to request changes or limitations, where necessary, as the case
12 progresses. The Parties agree that discovery should not be conducted in phases.

13 The Parties plan to serve written discovery and schedule depositions as soon
14 as practicable. Through discovery, the Parties seek to identify the relevant witnesses,
15 as well as to determine the merits of Plaintiff's specific allegations.

16 **c. Scope of Anticipated Discovery**

17 Plaintiff anticipates that the scope of discovery shall include, without
18 limitation, Defendant's policies and procedures, documents and communications
19 related to Defendant's evaluation of Plaintiff's loan application.

20 **d. Discovery Cut-off**

21 The Parties propose setting a discovery cut-off date on March 31, 2025.

22 **e. Expert Discovery**

23 The Parties propose the following expert deadlines:

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- 25 • Expert Disclosure (Initial): April 14, 2025
- 26 • Expert Disclosure (Rebuttal): April 28, 2025
- 27 • Expert Discovery Cut-Off: April 28, 2025

f. Settlement Conference/Alternate Dispute Resolution

2 The parties have not engaged in settlement negotiations. Neither party has
3 made a settlement demand. During the Rule 26(f) conference, the Parties discussed
4 the possibility of early resolution and are open to later negotiation.

g. Trial

i. Trial Estimate

7 Defendant has requested a jury trial. The Parties estimate trial to last
8 approximately 2-3 days. Plaintiff contemplates calling approximately 5-7 witnesses
9 at trial, however this number may vary depending on the information obtained by
10 Plaintiff during discovery.

ii. Jury or Court Trial

12 || Defendant has requested a jury trial.

iii. Consent to Trial before a Magistrate Judge

14 The Parties do not consent to trial before a magistrate judge.

iv. Lead Trial Counsel

16 Plaintiff will be represented by Eduardo Casas (lead), Ernest Herrera, and
17 Thomas A. Saenz of the Mexican American Legal Defense and Educational Fund
18 as counsel at trial.

19 Defendant will be represented by Stuart M. Richter of Katten Muchin
20 Rosenman LLP.

h. Independent Expert or Master

22 The Parties do not believe the case requires the appointment of a Master
23 pursuant to Rule 53 or an independent scientific expert.

i. Other issues

25 The parties do not anticipate other issues affecting the status or management
26 of the case at this time.

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2 Dated: August 30, 2024

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4 Respectfully submitted,

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MEXICAN AMERICAN LEGAL
DEFENSE AND EDUCATIONAL
FUND

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Eduardo Casas

Eduardo Casas

Thomas A. Saenz

Ernest Herrera

MEXICAN AMERICAN LEGAL
DEFENSE AND EDUCATIONAL
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*Attorneys for Plaintiff and the Proposed
Class*

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CERTIFICATE OF SERVICE

I hereby certify that on August 30, 2024, I electronically transmitted the attached documents to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to all ECF registrants in this matter.

Dated: August 30, 2024

/s/ Eduardo Casas
Thomas A. Saenz
Ernest Herrera
MEXICAN AMERICAN LEGAL DEFENSE
AND EDUCATIONAL FUND

Attorneys for Plaintiff and the Proposed Class